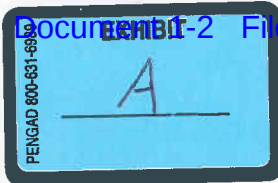


 CT Corporation

**Service of Process  
Transmittal**

01/19/2011

CT Log Number 517905317

**TO:** Hattie Booth  
Allstate Insurance Company  
2775 Sanders Road, Corp Litigation --A6  
Northbrook, IL 60062-6127

**RE: Process Served in Tennessee**

**FOR:** ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY (Domestic State: IL)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Melvin Harris, et al., Pltfs. vs. Allstate Property and Casualty Insurance Co., Dft.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Letter, Summons, Complaint

**COURT/AGENCY:** Madison County Circuit Court, TN  
Case # C10379

**NATURE OF ACTION:** Insurance Litigation - Policy benefits claimed for property damages caused by fire

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Knoxville, TN

**DATE AND HOUR OF SERVICE:** By Certified Mail on 01/19/2011 postmarked on 01/18/2011

**APPEARANCE OR ANSWER DUE:** Within 30 days after service of the summons, exclusive of the date of service

**ATTORNEY(S) / SENDER(S):** Nathan B. Pride  
423 N. Highland Avenue  
Jackson, TN 38301  
731-422-6895

**ACTION ITEMS:** CT has retained the current log, Retain Date: 01/20/2011, Expected Purge Date:  
01/25/2011  
Image SOP  
Email Notification, Patti Cummings pgarg@allstate.com  
Email Notification, Bill Boodro wboodro@allstate.com  
Email Notification, Hattie Booth HBOOTH@ALLSTATE.COM

**SIGNED:** C T Corporation System  
**PER:** Amy McLaren  
**ADDRESS:** 800 S. Gay Street  
Suite 0221  
Knoxville, TN 37929-9710  
**TELEPHONE:** 800-592-9023

**STATE OF TENNESSEE**  
**Department of Commerce and Insurance**  
**500 James Robertson Parkway**  
**Nashville, TN 37243-1131**  
**PH - 615.532.5260, FX - 615.532.2788**  
**brenda.meade@tn.gov**

January 14, 2011

Allstate Property & Casualty Ins Co  
800 S. Gay Street, Ste 2021, % C T Corp.  
Knoxville, TN 37929-9710  
NAIC # 17230

Certified Mail  
Return Receipt Requested  
7009 3410 0002 1677 3273  
Cashier # 1203

Re: Harris & Edwards V. Allstate Property & Casualty Ins Co

Docket # C-10-379

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served January 10, 2011, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Brenda C. Meade  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Madison County  
515 South Liberty  
Jackson, Tn 38301

THE STATE OF TENNESSEE MADISON COUNTY  
CIRCUIT COURT

Melvin Harris,

Elese Harris

Bernice Edwards

Plaintiff(s)

Summons in a Civil Action

No. C-10-379

Vs.

Allstate Property and

Casualty Insurance Co.,

C/O Commissioner of Insurance

500 James Robertson Pkwy.

Nashville, TN 37243-1131

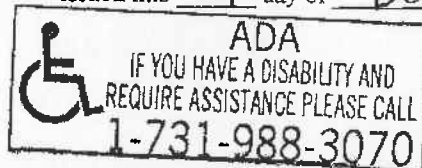
Defendant(s)

Address

To the above named defendant (s):

You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Nathan B. Pride, who is plaintiffs Attorney, whose address is 423 N. Highland Ave, Jackson, TN 38301, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 29 day of December, 2010.



Kathy Blount, Clerk

By: M. Hall  
Deputy Clerk

RETURN ON SERVICE OF SUMMONS

I hereby certify and return that on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, I served this summons together with a copy of the complaint herein as follows: \_\_\_\_\_

Sheriff

Deputy Sheriff

IN THE CIRCUIT COURT OF MADISON COUNTY, TENNESSEE  
AT JACKSON

**FILED**

MELVIN HARRIS, ELESE HARRIS  
and BERNICE EDWARDS,

DEC 29 2010

Plaintiffs,

KATHY BLOUNT, CIRCUIT COURT CLERK  
DEPUTY CLERK  
A.M. 3:30 P.M.

VS.

R.D. NO. C-10-379

ALLSTATE PROPERTY and  
CASUALTY INSURANCE CO.,

Div. III  
Judge Page

Defendant.

COMPLAINT

Comes now, the Plaintiffs and sues the Defendant for breaches occurring under the policy of homeowner's insurance that was issued to the Plaintiffs and they will show unto this Honorable Court as follows:

1. That Melvin Harris, Elese Harris and Bernice Edwards, are the owners of a house and lot located at 87 Labelle Street, Jackson, Madison County, Tennessee.
2. That they are the owners of the property as tenants in common and were at all times relevant to this Complaint. That all acts occurred in Madison County, Tennessee.
3. That the Plaintiff's acquired a policy of homeowner's insurance on the property and did retain the Defendant, Allstate Property and Casualty Insurance Company to issue said policy. That said policy, upon information and belief, bears policy number 000955977448 and was in force at all times relevant to this proceeding.

ATHAN B. PRIDE  
ATTORNEY AT LAW  
23 N. HIGHLAND AVE.  
JACKSON, TN 38301

(731) 424-4095

That Allstate Property and Casualty Insurance Company is a foreign insurance corporation, authorized to do business in Tennessee and did so at all time relevant to this proceeding.

4. That among other things, said policy of insurance insured the dwelling itself, it insured the personal property and contents and also had provisions for loss of use, all of which were in full force and effect at the time relevant to this proceeding.

5. That Allstate Property and Casualty Insurance Company was aware of the policy of insurance upon the property located at 87 Labelle Street, Jackson, Madison County, Tennessee, and was obligated to pay under the policy and provisions.

6. That on or about January 10, 2010, a fire occurred at the dwelling at 87 Labelle Street, Jackson, Madison County, Tennessee. That said house was totally destroyed by fire, including all of its contents. That the Defendant, Allstate Property and Casualty Insurance Company was given notice of this fire and the losses sustained by the Plaintiffs.

7. That Allstate Property and Casualty Insurance Company, hereinafter referred to as "Allstate", insured the Plaintiffs' dwelling against loss or injury by fire and others perils and policy of fire insurance, again, was in full force and effect on or about January 10, 2010.

8. That although the Plaintiffs have performed all requirements precedent to their right of recovery under said policy of fire insurance, the Defendant has failed and refused to make payment to the Plaintiffs. That failure of the Defendant to pay the Plaintiffs is and has been without justification and the payment is being withheld from the Plaintiffs. That the Plaintiffs assert that they are entitled to the full value of the policy of the house, personal property, the contents including furniture, clothing and other such items as a loss of use for the same.

9. That failure of the Defendants to pay the Plaintiffs is and has been without justification and the payment is being withheld from the Plaintiffs in bad faith as such as that the Plaintiffs are entitled to recovery in addition to the amount of the policy for all their losses, they believe they are entitled to an additional amount equal to 25% of the face amount of the policy pursuant to TCA 56-7-105.



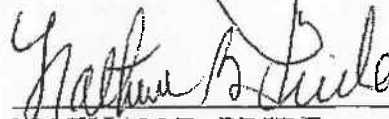
10. That Plaintiffs assert that the failure of the Defendant, Allstate to provide payment under the policy is a breach of their contract of insurance, a breach of their agreement to insure the same and to pay the policy upon due notice of the loss and consequentially, their failure to do so is tantamount to breach of contract and breach of their duty.

11. That at the time of the fire, the Plaintiffs had mortgaged the property to First National Acceptance Company. That upon the Court's finding that the Defendant has breached its duty to pay under the policy of insurance that was in force by Allstate at the time of the fire loss, the Court should require the payment to be made to First National Acceptance Company for satisfaction of any lien or mortgage that they may have against said property as an additional loss payee upon the policy and its provisions.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFFS PRAY:

1. That they be allowed to file this action.
2. That the Defendant be given due notice of the same and required to appear and give answer to this Complaint.
3. That the Court conduct a Hearing upon the merits of this Complaint at which time, the Court enter a judgment against the Defendant, Allstate Property and Casualty Insurance Company for the amount of the policy limits as to the dwelling, the amount of policy limits for the personal property, amount of policy limits for the loss of use and all other provisions of the insurance policy in force and effect at the time of the loss, in the amount of \$134,400.
4. That the Court require payment to First National Acceptance Company, an additional loss payee upon the policy pursuant to the policy and contract of insurance in full force and effect at the time of the loss.
5. That the Plaintiffs be given all other relief to which they may be entitled and the proof may dictate including but not limited to pre-judgment and post-judgment entrance, Attorney's fees and court costs.
6. That a JURY be impaneled hear this matter.

RESPECTFULLY SUBMITTED THIS 28 DAY OF January, 2010.



NATHAN B. PRIDE

Attorney for Plaintiffs

423 N. Highland Avenue

Jackson, TN 38301

(731) 422-6895

COST BOND

I, NATHAN B. PRIDE, SURETY, do hereby acknowledge myself as  
surety for court cost.

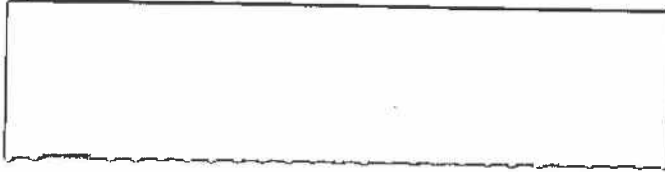


NATHAN B. PRIDE, ATTORNEY SURETY

STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243



7009 3410 0002 1677 3273



7009 3410 0002 1677 3273 01/14/2011  
ALLSTATE PROPERTY & CASUALTY INS CO  
800 S. GAY STREET, STE 2021, % C T CORP.  
KNOXVILLE, TN 37929-9710